

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Market      Open		Page of Pages 1      40		
2. Contract Number		3. Solicitation Number POTO-2004-R-0034		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 10-Sep-04	
				6. Requisition/Purchase Number RQ122704			
6a. Caption		Procure COTS Software Solution for District Warehouse Inventory Management					
7. Issued By Office of Contracting and Procurement 441 - 4th Street, NW, Suite 703 South Washington, DC 20001		Code HA0		8. Address Offer To (If other than line 7)			
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"							
<b>SOLICITATION</b>							
9. Sealed bid in original and      5      copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in      441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC 20001      until      2:00PM EDT      local time      12-Oct-04 (Hour)      (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.							
10. For Information Contact		A. Name Mrs. Berkeley Henderson		B. Telephone (No Collect Calls) (Area Code)      (Number)      (Ext) 202      727-0084		C. E-mail Address <a href="mailto:Berkeley.Henderson@dc.gov">Berkeley.Henderson@dc.gov</a>	
11. Table of Contents							
(X)	Section	Description	Pages	(X)	Section	Description	Pages
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	Solicitation/Contract Form	1		I	Contract Clauses	16
	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
	C	Description/Specifications/Work Statement	4		J	List of Attachments	22
	D	Packaging and Marking	9	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	Inspection and Acceptance	9		K	Representations, Certifications and Other Statements of Offerors	23
	F	Deliveries or Performance	9		L	Instructions, Conditions & Notices to Offerors	27
	G	Contract Administration Data	10		M	Evaluation Factors for Award	37
	H	Special Contract Requirements	13				
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within      180      calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number		Date		
15A. Name and Address of Offeror		Code		Facility		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22	<input type="checkbox"/> Award - DC OCP Form 201 not required <input type="checkbox"/> Negotiated Agreement - DC OCP Form 201 must be executed			23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)		Item	
24. Administered By (If other than Item 7)			Code		25. Reserved for future use		
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia  (Signature of Contracting Officer)			28. Award Date	

# REQUEST FOR PROPOSALS (RFP)

## SECTION B - SERVICE AND PRICE

**B.1** The Government of the District of Columbia Office of Contracting and Procurement on behalf of the Office of the Chief Technology Officer (OCTO), the Fire Emergency Medical Service (FEMS) and the Metropolitan Police Department (MPD) is seeking a contractor to: Provide a Supply Chain Management (SCM) system through the use of a commercial/off-the-shelf (COTS) software application package for tracking, controlling and managing inventory items such as uniforms, equipment, consumables and rotating inventory and supplies.

**B.2** The District contemplates award of a firm fixed-price contract with a fixed labor hour rate component, with a base year and four (4) option years.

### **B.3 PRICE SCHEDULE**

**B.3.1 Base Year - From** the date of award to be completed in 6-month segments within six (6) months on the FEMS Warehouse, and within six (6) months on the MPD Warehouse. The contractor shall identify labor rate(s) inclusive of general and administrative expenses, overhead and profit. The contractor shall identify any other categories of labor that may be required in performance of the contract.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity	Total Price
<b>0001</b>	A license fee for a COTS product to provide a Supply Chain Management system that will be suitable for use by multiple District agencies that utilize and maintain warehouse inventory. Annual License/Maintenance Fee – Base Year.	\$ _____	<b>1 pkg.</b>	\$ _____
<b>0002</b>	Systems Integration Services	\$ _____	<b>1 each</b>	\$ _____
<b>0003 Rates for Base Period</b>	Defined Labor categories and rates for additional Systems Integration support, i.e.,			
<b>0003A</b>	Project Manager	\$ _____	Per hr.	\$ _____
<b>0003B</b>	Program Analyst	\$ _____	Per hr.	\$ _____
<b>0003C</b>	Business Analyst	\$ _____	Per hr.	\$ _____
<b>0003D</b>	Inventory Analyst	\$ _____	Per hr.	\$ _____
<b>0003E</b>	Developer	\$ _____	Per hr.	\$ _____
<b>0003F</b>	Quality Assurance Analyst	\$ _____	Per hr.	\$ _____

**B.3.2**

**Option Period 1** - The Contractor shall identify pricing for each option year. The contractor shall identify labor rate(s) inclusive of general and administrative expenses, overhead and profit. The contractor shall identify any other categories of labor that may be required in performance of the contract.

<b>10001</b>	Annual License/Maintenance Fee	\$ _____	<b>1 pkg.</b>	\$ _____
<b>Rates for Option Period 1</b>				
<b>10003A</b>	Project Manager	\$ _____	Per hr.	\$ _____
<b>10003B</b>	Program Analyst	\$ _____	Per hr.	\$ _____
<b>10003C</b>	Business Analyst	\$ _____	Per hr.	\$ _____
<b>10003D</b>	Inventory Analyst	\$ _____	Per hr.	\$ _____
<b>10003E</b>	Developer	\$ _____	Per hr.	\$ _____
<b>10003F</b>	Quality Assurance Analyst	\$ _____	Per hr.	\$ _____

**B.3.3**

**Option Period 2** - The Contractor shall identify pricing for each option year. The contractor shall identify labor rate(s) inclusive of general and administrative expenses, overhead and profit. The contractor shall identify any other categories of labor that may be required in performance of the contract.

<b>20001</b>	Annual License/Maintenance Fee	\$ _____	<b>1 pkg.</b>	\$ _____
<b>Rates for Option Period 2</b>				
<b>20003A</b>	Project Manager	\$ _____	Per hr.	\$ _____
<b>20003B</b>	Program Analyst	\$ _____	Per hr.	\$ _____
<b>20003C</b>	Business Analyst	\$ _____	Per hr.	\$ _____
<b>20003D</b>	Inventory Analyst	\$ _____	Per hr.	\$ _____
<b>20003E</b>	Developer	\$ _____	Per hr.	\$ _____
<b>20003F</b>	Quality Assurance Analyst	\$ _____	Per hr.	\$ _____

**B.3.4**

**Option Period 3** - The Contractor shall identify pricing for each option year. The contractor shall identify labor rate(s) inclusive of general and administrative expenses, overhead and profit. The contractor shall identify any other categories of labor that may be required in performance of the contract.

<b>30001</b>	Annual License/Maintenance Fee	\$ _____	<b>1 pkg.</b>	\$ _____
<b>Rates for Option Period 3</b>				
<b>30003A</b>	Project Manager	\$ _____	Per hr.	\$ _____
<b>30003B</b>	Program Analyst	\$ _____	Per hr.	\$ _____
<b>30003C</b>	Business Analyst	\$ _____	Per hr.	\$ _____
<b>30003D</b>	Inventory Analyst	\$ _____	Per hr.	\$ _____
<b>30003E</b>	Developer	\$ _____	Per hr.	\$ _____
<b>30003F</b>	Quality Assurance Analyst	\$ _____	Per hr.	\$ _____

**B.3.5**

**Option Period 4 -** The Contractor shall identify pricing for each option year. The contractor shall identify labor rate(s) inclusive of general and administrative expenses, overhead and profit. The contractor shall identify any other categories of labor that may be required in performance of the contract.

<b>40001</b>	Annual License/Maintenance Fee	\$ _____	<b>1 pkg.</b>	\$ _____
<b>Rates for Option Period 4</b>				
<b>40003A</b>	Project Manager	\$ _____	Per hr.	\$ _____
<b>40003B</b>	Program Analyst	\$ _____	Per hr.	\$ _____
<b>40003C</b>	Business Analyst	\$ _____	Per hr.	\$ _____
<b>40003D</b>	Inventory Analyst	\$ _____	Per hr.	\$ _____
<b>40003E</b>	Developer	\$ _____	Per hr.	\$ _____
<b>40003F</b>	Quality Assurance Analyst	\$ _____	Per hr.	\$ _____

**B.3.6**

The District will order theses on an as needed basis by execution of a bilateral modification to the contract.

## **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1****SCOPE:**

The purpose of this contract is to acquire, for the District's use, a commercial/off-the-shelf (COTS) Supply Chain Management software application package. This program shall be made available to District agencies, with minimum enhancements, and will allow District agencies to utilize and maintain their own respective warehouse inventory items. The initial implementation of the product shall be for the Fire Emergency Management Services (FEMS), followed by the Metropolitan Police Department (MPD). The solution shall augment a particular agency's ability to track, control, and manage inventory items such as uniforms, and equipment, as well as consumable and rotating inventory and supply items.

The Contractor shall insure that the COTS solution shall meet the immediate inventory management need of the District, as well as support the target goals of scalability, the District's goal of consolidated warehouses, efficiency in delivery of service to District residents, and improved inter and intra agency customer service.

**C.1.1****Acronyms**

(OCTO)	Office of the Chief Technology Officer
(FEMS)	Fire Emergency Management Services
(MPD)	Metropolitan Police Department
(SCM)	Supply Chain Management

## **C.2 BACKGROUND:**

**C.2.1** The Office of the Chief Technology Officer (OCTO) develops and enforces the policies and standards for information technology on behalf of the District of Columbia Government. OCTO identifies where and how technology can systematically support the business process of the District.

**C.2.2** There is a critical need to secure the services of a contractor with the ability to implement a COTS solution package for tracking inventory items such as uniforms, equipment, consumables and rotating supplies. Once put into service this system shall be made available to any District agency interested in its use.

**C.2.3** Currently agency warehouses are managed with manual reporting and tracking processes, or with software that is no longer able to effectively support the needs of the customer. Today, a warehouse manager must manually monitor reorder points for inventory. Additionally, issuing stock and tracking inventory depletion are done completely via manual processes. Updating and tracking obsolete inventory is done via paperwork that must be filed and tracked manually for creation of subsequent management reports. And, finally all reporting is done manually, or with less than desirable software.

## **C.2.4 GOALS AND OBJECTIVES:**

**C.2.4.1** Provide automated Reporting and Tracking Capabilities

**C.2.4.2** Manage and Control Inventory

**C.2.4.3** Consolidate Warehouses

**C.2.4.4** Improve efficiency in warehouse operation and delivery of services

**C.2.4.5** Institute SCM best practices

## **C.3 REQUIREMENTS:**

**C.3.1** The contractor shall implement a COTS Supply Chain Management (SCM) solution that shall support the desired features listed in Attachment J.10.

**C.3.1.1 Functional System Requirements:** The contractor shall complete a desired features assessment matrix that details their ability to support each feature listed in Attachment J.10.

**C.3.1.2 Non-Functional Requirements:** The contractor shall provide a description of the features, characteristics, and attributes of the system, as well as, any constraints that may limit the boundaries of the proposed solution. These non-functional requirements shall include the following items:

**C.3.1.2.1** Availability

**C.3.1.2.2** Back-up and recovery

**C.3.1.2.3** Capacity estimates and planning

**C.3.1.2.4** Disaster recovery

**C.3.1.2.5** Extendibility/flexibility

C.3.1.2.6	Performance
C.3.1.2.7	Reliability
C.3.1.2.8	Scalability
C.3.1.2.9	Portability
C.3.1.2.10	Maintainability
C.3.1.2.11	Security
C.3.1.2.12	System management
C.3.1.2.13	Environment

## C.3.2 FEATURES ANALYSIS:

The analysis and application development of the solution features shall be clearly documented. The contractor shall prepare a comprehensive set of documents that detail information gathering from customer (FEMS and MPD) research, interviews, and joint requirements planning sessions (JRP). OCTO approval of this document is required before a Final Traceability Matrix and Final GAP Analysis can be completed.

**C.3.2.1 Gap Analysis:** The Contractor shall conduct an information gathering of data from the agencies designed to develop a GAP Analysis document.

**C.3.2.1.1 Draft GAP Analysis:** The contractor shall produce a draft GAP Analysis document due according to the approved project plan and milestone delivery schedule defined after contract award. This analysis shall map the user and system features to the software solution. The mapping shall identify impacts, alternative solutions and rationale for selected alternative in a PowerPoint presentation, along with an order of magnitude cost. This document shall be provided to the COTR.

**C.3.2.1.2 Final GAP Analysis:** The contractor shall produce a final GAP Analysis document due according to the approved project plan and milestone delivery schedule defined after contract award. This document shall be provided to the COTR in conjunction with the final Traceability Matrix.

### C.3.2.2 Features Traceability Matrix

**C.3.2.2.1 Draft Features Traceability Matrix Document:** The contractor shall develop a consolidated Supply Chain Management System features traceability matrix document and support OCTO in obtaining approval of this document with FEMS and MPD. The contractor shall produce a draft Features Traceability Matrix document due according to the approved project plan and milestone delivery schedule defined after contract award.

**C.3.2.2.2 Final Features Traceability Matrix Document:** Based on a formal review of the draft Traceability Matrix document by the FEMS, MPD and OCTO, the contractor shall create a final Traceability Matrix document. The final Features Traceability Matrix document is due according to the approved project plan and milestone delivery schedule defined after contract award.

### **C.3.3 PROJECT PLAN:**

#### **C.3.3.1 Project Management Plan** shall include, at a minimum, the following items:

- C.3.3.1.1 Project Management Plan and Schedule:** Within 10 calendar days after contract award, the contractor shall deliver a detailed, resource and cost loaded project plan. The plan shall include project goals, scope, tasks, deliverables, and assigned resources and schedule. The COTR/Project Manager, other OCTO representatives, and the contractor's representative(s) shall meet to review the project plan. The COTR/Project Manager will provide approval or disapproval of the project plan within 10-calendar days after the review meeting. The contractor's project manager shall make updates to the Project Management Plan and Schedule as necessary to reflect results of the review meeting.
- C.3.3.1.2 Total Cost of Ownership (TCO) Analysis.** One of the final tasks on this project is for the contractor's project manager, working with the COTR, to deliver an estimated TCO that identifies future development, refresh, and operational costs over a five-year period. This document is due no later than 3 weeks before project completion.
- C.3.3.2 Communication Schedule** The contractor shall interview key OCTO technical resources, identified by the COTR after award, for the purpose of gathering and developing information that shall be key to the successful implementation of a SCM solution. The contractor shall provide a detailed communication plan due according to the approved project plan and milestone delivery schedule defined after contract award.
- C.3.3.3 Training Plan** The contractor shall conduct all product and implementation training. The training plan shall include schedules, deliverables, and contractor's trainers. The contractor shall provide a detailed training plan due according to the approved project plan and milestone delivery schedule defined after contract award.

### **C.3.4 MEETING REQUIREMENTS:**

- C.3.4.1 Implementation Plan Kickoff Meeting** The contractor shall conduct a kick-off meeting with OCTO, FEMS, and MPD representatives. For this meeting the Contractor shall outline tasks, deliverables, and estimated schedule for the actual system implementation. This meeting shall be conducted according to the approved project plan and milestone delivery schedule defined after contract award.
- C.3.4.2 Document Review Meetings** The contractor shall work with OCTO to produce and conduct formal presentations of identified documents for the Project Steering Committee (made up of OCTO and the FEMS and MPD team members). These meetings shall be conducted according to the approved project plan and milestone delivery schedule defined after contract award.

- C.3.4.3 Reporting Methodology Review Meeting** The contractor shall conduct a review meeting to present their ongoing reporting methodology. This meeting shall be conducted according to the approved project plan and milestone delivery schedule defined after contract award.

**C.3.5 REPORTING REQUIREMENTS:**

- C.3.5.1 Weekly Progress Reports** The contractor shall deliver to the COTR/OCTO Project Manager a status report each Friday by 3:00 pm. The status report shall include detailed documentation on milestones achieved, earned value reports, and any adjustments to the projected cost and completion date. Weekly progress reports shall commence on the first Friday following contract award.
- C.3.5.2 Warehouse Performance Report** The contractor shall develop a report to measure warehouse performance. The contractor shall identify any measurable benefit criteria and monitor and track the criteria using this report. The report shall commence according to the approved project plan and milestone delivery schedule defined after contract award.

**C.4 STANDARDS:**

The contractor shall incorporate SCM industry's best practices for successful implementation of this project. The contractor shall work within the District's feature specifications, and utilize the industry's best practices and publicly available documentation for the SCM system to reflect the changes necessary to meet the specifications and infrastructure set forth herein by this contract.

- C.4.1** Use standard methodologies to complete the project, however the approach should be limited to the minimum necessary for clarity. Alternatively the Contractor shall propose a single "methodology" document and focus each deliverable (as defined in section F.4) on details specific to the information required for that deliverable.
- C.4.2** Coordinate with District's appointed COTR throughout the project:  
Ms. Reva J. Gambrell, COTR  
Office of the Chief Technology Officer  
441 – 4<sup>th</sup> Street, NW – Suite 930 South  
Washington, DC 20001  
202-727-3297
- C.4.3** Schedule key project staff to attend regularly scheduled status meetings with OCTO and participating agency representatives. The contractor, in person, or via teleconferencing, shall attend these meetings.
- C.4.4** Continuously communicate status of the work relative to the approved schedule. The Contractor shall notify the Contracting Officer's Technical Representative (COTR) of any potential problems in meeting scheduled deliverable dates.



## **SECTION D:           PACKAGING AND MARKING:**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003. Attachment J.01.

## **SECTION E:           INSPECTION AND ACCEPTANCE:**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.01.

## **SECTION F           PERIOD OF PERFORMANCE:**

### **F.1                   TERM OF CONTRACT**

The term of the contract shall be for a one (1) year base period, plus four (4) option years from date of award specified on page one (1) of the contract.

**F.1.1**               The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.2                   OPTION TO EXTEND THE TERM OF THE CONTRACT:**

**F.2.1**               The District may extend the term of this contract for a period of four (4) one-year option periods, or fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2**               If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3**               The price for the option period shall be as specified in the contract under Section B - Supplies or Services and Price.

**F.2.4**               The total duration of this contract, including the exercise of any options under this clause shall not exceed five (5) years.

### **F.3 DELIVERABLES**

All deliverables shall be delivered to: Ms. Reva J. Gambrell, COTR (See Clause G.7 for address).

<b>Item #</b>	<b>DELIVERABLE</b>	<b>QTY</b>	<b>METHOD OF DELIVERY</b>	<b>DUE DATE</b>
01	<b>Features Analysis (C.3.1.1) - Functional System Requirements</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
02	<b>Features Analysis (C.3.1.2) - Non-Functional Requirements</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
03	<b>Draft GAP Analysis (C.3.2.1 and 3.2.1.1)</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
04	<b>Final GAP Analysis (C.3.2.1.2)</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
05	<b>Draft Features Traceability Matrix (C.3.2.2.1)</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
06	<b>Final Features Traceability Matrix C.3.2.2.2)</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
07	<b>Project Management Plan and Schedule (C.3.3.1.1)</b>	3 1	Original Electronic	Within 10 days after award date
08	<b>Total Cost of Ownership (TCO) Analysis (C.3.3.1.2)</b>	1 1	Original Electronic	According to the approved project management plan and schedule.
09	<b>Communication Schedule (C.3.2.2)</b>	1 1	Original Electronic	According to the approved project management plan and schedule.
10	<b>Training Plan (C.3.3.3)</b>	3 1	Original Electronic	According to the approved project management plan and schedule.
11	<b>Implementation Plan Kick-off Meeting (C.3.4.1)</b>			According to the approved project management plan and schedule.
12	<b>Documentation Review Meetings (C.3.4.2)</b>			According to the approved project management plan and schedule.
13	<b>Reporting Methodology Review (C.3.4.3)</b>			According to the approved project management plan and schedule.
14	<b>Weekly Progress Report (C.4.5.1)</b>			Friday by 3:00pm
15	<b>Warehouse Performance Report (C.3.5.2_</b>	3 1	Original Electronic	According to the approved project management plan and schedule.

**F.5** The work shall be performed at the FEMS and MPD Warehouse Facilities, location of these facilities will be provided at the time of award.

### **SECTION G CONTRACT ADMINISTRATION DATA:**

**G.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.1** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

## **G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** 441 – 4<sup>th</sup> Street, NW, Suite 960 North  
Washington, DC 20001  
**Telephone:** 202-727-6508

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal Tax ID, DUNS number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

**G.2.2.3** Description, price, quantity, and the date(s) that the supplies/services were actually delivered and/or performed.

**G.2.2.4** Other supporting documentation or information, as required by the contracting officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice, and;

**G.2.2.8** Authorized signature.

## **G.3 METHOD OF PAYMENT:**

The method of payment shall be based upon a firm fixed rate plus a fixed labor rate set forth in the contractor's pricing schedule. Installments shall be based on the Contractor's milestone schedule proposed each month with ten percent (10%) withholdings. Payment is dependent on the District's approval and acceptance of milestones identified in the project schedule due within ten (10) calendar days of the contract award (see Section F.3 for deliverables).

- G.3.1** For each invoice, the District shall withhold 10% as surety for successful implementation and operation of the system for at least three months after each milestone implementation date. If, for example, the project begins on October 1, 2004, the first milestone payment is made three months after the start of the project. The 10% withholding would be paid at the end of the three-month successful operation period. The last payment will be made after a three-month stabilization and customer acceptance period.

**G.4 ASSIGNMENTS:**

- G.4.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

- G.4.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.5 CONTRACTING OFFICER (CO):**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Mr. Bruce Witty, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 930 South  
Washington, DC 20001  
(Office No.) 202-727-5274  
(Fax No.) 202-727-5660  
[Bwitty@dc.gov](mailto:Bwitty@dc.gov)

**G.6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

- G.6.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.6.2** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

**G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Ms. Reva J. Gambrell, COTR  
Office of the Chief Technology Officer  
441 – 4<sup>th</sup> Street, NW – Suite 1050 North  
Washington, DC 20001  
(Office No.): 202-727-3297  
(Fax No.): 727-8076  
[Rgambrell@dc.gov](mailto:Rgambrell@dc.gov)

**G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.

**G.8** Contractor shall be held fully responsible for any changes not authorized in advance in writing by the Contracting Officer may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H SPECIAL CONTRACT REQUIREMENTS:**

**H.1 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall not reassign these key personnel or appoint replacements without written permission from the Contracting Officer.

## **H.2 KEY PERSONNEL**

**H.2.1** The District considers the following positions to be key personnel for this contract:

1) Project Manager - The Project Manager is considered to be essential to the work being performed hereunder. The Contractor shall notify the COTR, as identified in Section G.7, and the Contracting Officer and the as identified in Section G.5 at least fifteen (15) calendar days prior to removing the Project Manager unless the Contractor deems that removal of the Project Manager is necessary in order to maintain and ensure the integrity and best interest of the project.

2) Project Analysts (or equivalent) - The Project Analysts is considered to be essential to the work being performed hereunder. The Contractor shall notify the COTR, as identified in Section G.7, and the Contracting Officer and the as identified in Section G.5 at least fifteen (15) calendar days prior to removing the Project Analysts unless the Contractor deems that removal of the Project Analysts is necessary in order to maintain and ensure the integrity and best interest of the project.

**H.2.2** The Contractor shall provide written notification of the removal of the Project Manager in advance of the scheduled removals and within 24 hours for unscheduled removals. The written justification shall provide explanations and justification of the removal of the Project Manager as well as the Contractor's plan to temporarily and permanently fill the position.

**H.2.3** The Contractor shall not replace the Project Manager without written permission from the Contracting Officer.

**H.2.4** The contractor shall set forth in its proposal the names and reporting relationships of the key personnel the contractor shall use to perform the work under the proposed contract. Their resumes shall be included. The hours that each shall devote to the contract shall be provided in total and broken down by task.

## **H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS (IF APPLICABLE):**

The Contractor shall be bound by the Wage Determination No.1994-2103 District-Wide, Revision No. 32, dated: 05/27/04, issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.02 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

## **H.4 AUDITS, RECORDS, AND RECORD RETENTION**

- H.4.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.4.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.4.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.4.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.4.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.4.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

## **H.5 PUBLICITY:**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after expiration or termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

## **H.6 CONFLICT OF INTEREST**

**H.6.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

**H.6.2** The Contractor's represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

## **H.7 GOVERNMENT RESPONSIBILITY:**

The District will provide sufficient working space, within the primary warehouse facility for the Contractor's Program Manager's operation. This space shall include a computer workstation for the implementation and support of the SCM system.

## **SECTION I: CONTRACT CLAUSES:**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS:**

Continuation of this contract beyond September 30<sup>th</sup> of each year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION:**

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME:**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.



- I.4.1** The District will have up to ten (10) calendar days for the review period of all draft and final documents submitted for review and acceptance.

## **I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA:**

Contractors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

- I.5.1** Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

- I.5.2** If however, a contract is awarded to this Contractor as a result of, or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets " (insert numbers or other identification of sheets)."

- I.5.3** Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **I.6 RIGHTS IN DATA:**

- I.6.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.6.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may include, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer

software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.6.7** The restricted rights set forth in section I.6.6 are of no effect unless:

(i) the data is marked by the Contractor with the following legend:

**Restricted Rights Legend**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name),  
and;

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.6.8** In addition to the rights granted in Section I.6.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontract data or computer software which is required for the District.

**I.6.10** For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.6.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.6.13** Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that the Contractor identifies such incorporated material at the time of delivery of such work.

**I.7 OTHER CONTRACTORS:**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor, or by any District employee.

**I.8 FIRST SOURCE EMPLOYMENT AGREEMENT:**

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement (Attachment #J6) executed between the District and the Contractor throughout the entire duration of the contract, including option periods if any.

**I.9 SUBCONTRACTS:**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall

have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

#### **I.10 CONTINUITY OF SERVICES:**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.10.1.1** Furnish phase-out, phase-in (transition) training, and;

**I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

#### **I.11 INSURANCE:**

Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed, and shall have a current AM Best rating of "A-" or better and a minimum financial size category of VIII. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, The District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Mr. Bruce Witty, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 930 South  
202-727-5274

**I.11.1 Information Technology:**

**I.11.2 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.

**I.11.3 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.11.4 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.11.5 Errors and Omissions Liability Insurance**, \$1,000,000 limits per claim.

**I.12 EQUAL EMPLOYMENT OPPORTUNITY:**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Department of Human Rights, Office of Local Business Development.

**I.13 ORDER OF PRECEDENCE:**

The Request for Proposal, with respect to all items accepted, and all papers accompanying the same, including the schedule and continuation sheets, if any, the Specifications, the BAFO, the Proposal, the Special Conditions, the General Conditions, and other papers and documents referred to in any of the foregoing shall constitute the formal contract between the Contractor and the District.

**SECTION J: LIST OF ATTACHMENTS:**

**J.01** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, April 2003.

**J.02** LSDBE Certification Package

**J.03** Wage Determination No.1994 - 2103, Revision No.32, dated May 27, 2004

**J.04** E.E.O. Information and Mayor Orders 85-85

**J.05** Tax Certification Affidavit

**J.06** First Source Employment Agreement – Revised April, 2003

**J.07** Cost/Price Data Package, as Applicable

**J.08** Past Performance Evaluation Form

**J.09** Previous Experience Questionnaire

**J.10** Features Listing and Technical Standards

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS**

### **K.1 AUTHORIZED NEGOTIATORS:**

The Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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### **K.2 TYPE OF BUSINESS ORGANIZATION:**

**K.2.1** The Contractor, by checking the applicable box, represents that  
(a) It operates as:

- ☐ a corporation incorporated under the laws of the  
State of \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture; or

(b) If the Contractor is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

### **K.3 EMPLOYMENT AGREEMENT:**

For all offers over \$100,000, except for those in which the Contractor is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Contractor also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices.

The Contractor understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Contractor certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Contractor shall use DOES as the first source for recruitment and referral of any new employees. The Contractor shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Contractor to hire or train persons it does not consider qualified based on standards the Contractor applies to all job applicants.

Name \_\_\_\_\_ Title: \_\_\_\_\_  
Signature \_\_\_\_\_ Date: \_\_\_\_\_

**K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS:**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Contractor for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Contractor \_\_\_\_\_ Date: \_\_\_\_\_  
Name \_\_\_\_\_ Title: \_\_\_\_\_  
Signature \_\_\_\_\_

Contractor \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Contractor \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-contractors. (The above representations need not be submitted in connection with contracts or subcontracts that are exempt from the Mayor's Order.)

**K.5 WALSH-HEALEY ACT:**

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:



(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

**K.6 BUY AMERICAN CERTIFICATION:**

The Contractor hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

**K.7 OFFICERS NOT TO BENEFIT CERTIFICATION:**

Each Contractor shall check one of the following:

\_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

**K.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:**

(a) Each signature of the Contractor is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:

- (i) those prices,
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;

2) The prices in this Contract have not been and will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before the closing date unless otherwise required by law, and;

3) No attempt has been made or shall be made by the Contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

1) Is the person in the Contractor's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Contractor's organization):

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(b) If the Contractor deletes or modifies subparagraph (a)(2) above, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.9 TAX CERTIFICATION:**

Each Contractor must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.5.

## **SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS**

### **L.1 CONTRACT AWARD:**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a *single* contract resulting from this solicitation to the responsible Contractor whose offer, conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

#### **L.1.3 Acceptance or Rejection**

The District reserves the right to accept/reject any/all offers resulting from this solicitation. The Contracting Officer may reject all proposals, or waive any minor informality or irregularity in proposals received whenever it is determined that such action is in the best interest of the District.

### **L.2 PROPOSAL FORM, ORGANIZATION, AND CONTENT:**

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. One copy of the Technical and one copy of the Financial Proposals shall be submitted on Diskette or CD. **Telephonic and telegraphic proposals will not be accepted.** Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **POTO-2004-R-0034, to procure a COTS Software Solution for District Warehouse Inventory Management**". Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

**L.3                    PROPOSAL INSTRUCTIONS, SUBMISSION DATE AND TIME, AND  
LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE  
WITHDRAWALS:**

**L.3.1                Technical Proposal Instructions**

The District will not be liable for any errors and/or omissions in the Offeror(s) proposals. Offerors shall not be allowed to amend, alter, change or add to the proposal documents after the closing date. The Offeror must include within their proposal package the following components:

**L.3.2                Cover Letter**

The cover letter shall be on company stationary, and must accompany each proposal and shall include the following:

**L.3.2.1**           Identification of the submitting company, i.e., name, address, telephone number, fax number, tax identification and Dunn's numbers; and e-mail address;

**L.3.2.2**           Identification of any sub-contractors and subcontractor agreements of that subcontractor;

**L.3.2.3**           The name, phone number, and the title of the person authorized to obligate the company; and

**L.3.2.4**           The name, title and phone number of the person(s) authorized to negotiate the contract, on behalf of the contracting company, and acknowledge agreement to be bound by and comply with the terms of this contract.

**L.3.3                Executive Summary**

The Executive Summary shall at a minimum include:

1.       Summarize the key aspects of the proposal,
2.       Explain the benefits of the Offeror's software solution; and
3.       Explain the Offeror's ability to meet the District's Supply Chain Management features as defined in Attachment J.10.

**L.3.4                Technical Approach**

**L.3.4.1**           The Contractor shall provide a narrative to demonstrate their approach to completing the items in Section "C".

**L.3.4.2**           The Narrative shall at a minimum include:

1.       Establish and document project goals, and identify optional strategies and timelines for their implementation.
2.       Address project constraints for cost, schedule(s) and quality.

3. Address methodology of support and implementation of software.
4. Provide the District with the hardware specifications for all required hardware components.
5. Identify components by brand name when the named product(s) have specific features or functionalities that is integrated with the Offeror's proposed system.
6. Include as a part of the response to any specific feature of this RFP a listing of any/all additional equipment requirements, upgrades, staffing, etc., specifically necessary for the need of that feature to be met.
7. Shall describe the reporting capabilities that are available as part of the standard product offering over and above those listed in the Attachment J.10 and include a sample standard report(s) as an appendix to their proposal.
8. Shall describe the documentation that is available as part of the standard product offering.
9. Shall provide a responsibility matrix describing the implementation team including how many team members, and roles and responsibilities.

#### **L.4 PAST PERFORMANCE:**

- L.4.1** This information requested in this section will facilitate evaluation of the Offeror's Past Performance Record, including list key positions, and subcontractor (s) support. The Offeror shall submit the following information as part of their proposal:
- L.4.2** Complete the Past Performance Evaluation Form in Attachment J.8 for all relevant contracts and subcontracts completed during the past three years. Contracts listed should include those with Federal Government and Commercial Customers. Offerors should list in the proposal 3 to 5 specific contracts and a list of contact names, addresses and telephone numbers for each of the references requested in the solicitation. The Offeror should submit at least two references for each Non-District/Federal Government reference.
- L.4.3** Offerors that are newly formed entities without prior corporate contracts should list contracts and subcontracts, work performed as part of a team arrangement or joint venture for which they were performing the role of key personnel.
- L.4.4** Offeror's may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems.
- L.4.5** Offeror's may describe any quality awards, certifications or testimonials received from customers listed that indicate that Offeror's performance on contract is the highest quality. Offeror shall identify what segment of company (a division of the entire company) received the award, certifica-

tion or testimonial. If the award, certification or testimonial is more than three years old, Offeror shall provide present evidence that the qualifications still apply.

- L.4.6** Past Performance Evaluation Form (Attachment J) shall be used by the evaluation panel to query previous customers regarding offerors past performance on contracts. Offerors shall assure that customers listed in the proposal complete and sign the Past Performance Evaluation Forms and return them with the technical proposal submission. For each reference contracted, the contact person will be requested to confirm the information provided by the Offeror.
- L.4.7** Past Performance information shall be used for both responsibility determination and as an evaluation factor against which Offeror's relative rankings shall be compared to assure best value for the District government. The District will focus on information that demonstrates quality of performance relative to the similarity of scope, magnitude and complexity to that detailed in the RFP. In determining the rating of the past performance, the District may give greater consideration to the contracts, which are relevant to the RFP.
- L.4.8** District will only discuss Past Performance information directly with the perspective prime or sub-contractor. If there is a problem with the proposed subcontractor past performance, the prime shall be notified of a problem, but no details, may be discussed without the subcontractor's permission.
- L.4.9** Each prospective Offeror has the responsibility to provide references that are relevant to the new work and must explain the relevance of its past's performance information submitted, particularly when it may not be easily apparent. For instance, in the case of a newly formed business entity or in teaming arrangements where the company is relying mostly on the past performance and experience of its key personnel, partners on the team, or on a major subcontractor (s), the proposal must clearly explain "whose" past performance, and "how" that past performance is relevant to the procurement in this request for proposal.
- L.4.10** **The District reserves the right to contact the owners of the projects known to have been completed within the last three (3) years but not supplied as references, and the information received may be used in the evaluation of the past performance.**

## **L.5 REFERENCES:**

The Offeror shall provide the names of references from three (3) clients where the Offeror served as primary contractor for a project similar in size and scope relative to this RFP. References from public sector clients are strongly preferred. References should be (companies and/or agencies) using the same version of the software being proposed, and the software (upgrades as a process of the work performed) should be no more than three years old. The success results and/or accomplishments of your involvement on the contract(s) should be described therein.

## L.6 DESIRED FEATURES MATRIX:

Additionally, the Offeror shall assure all features in Attachment J.10 (Technical Features) are identified as met, or identified as not being met by providing a feature compliance matrix. For each feature, the Offeror shall complete the following columns:

<b>Offeror Response</b>	<p>This column shall describe whether the Offeror is providing the feature with the product, or whether it will require modification. Only one of the three codes listed below should appear in the Offeror's response</p> <ul style="list-style-type: none"><li>• If the feature is <b>fully met</b> this column shall be coded "F".</li><li>• If the feature is <b>met with modification</b>, the column shall be coded "M".</li><li>• If the feature <b>cannot be met</b> by the software, the column shall be coded "D".</li></ul> <p><b>For fully met features "F", an explanation shall be provided giving the details of how it will be met.</b></p>
<b>Modification Code</b>	<p>For those features that are coded "M", the Offeror shall describe the anticipated workload associated with the modification using the following scheme:</p> <ul style="list-style-type: none"><li>• Small: Less than 80 hours</li><li>• Medium: 81 – 320 hours</li><li>• Large: More than 320 hours</li></ul>
<b>Explanation</b>	<p>For those features that are coded "M" the Offeror shall provide a detailed explanation of how the modification will be provided. Where applicable, the Offeror will describe any additional expenses generated due to the modification, as well as any potential increases in timeframe(s) or scheduled due dates. The Offeror shall state how any modifications shall impact the integrity of the core (COTS) software and version releases.</p>

### L.6.1 Implementation Support

The Offeror shall provide a detailed description of how they will implement their software solution. The description shall provide an understanding of the offeror's methodology and approach to software implementation in general. In addition the description shall identify any changes to their methodology to specifically support the District.

### L.6.2 Ongoing Maintenance Support

The Offeror shall provide a detailed description of how they will provide ongoing maintenance support for their software solution. The description will provide an understanding of the

Offeror's methodology and approach to software maintenance in general. In addition, the Offeror shall address their approach with respect to customer support, and release management. Finally the Offeror's description will identify any required changes to their methodology to specifically support the District.

### **L.6.3 Service and Price Proposal**

- L.6.3.1** The Offeror shall provide a price proposal for each of the items identified in Section B.3.1. The price proposal shall contain pricing for two agency warehouses (FEMS, MPD). The pricing will take into account scalability for future District agencies. The Offeror's pricing shall be pricing they can commit to for additional services over and above this contract.
- L.6.3.2** The Offeror shall take into account scalability for future District agencies in their pricing schedule for licenses, maintenance, and labor categories as outlined in Section B.3.1 – Service and Price.
- L.6.3.3** The Offeror shall provide a milestone schedule as part of their price proposal. The milestone schedule will be used to support Section G.3 Method of Payment.
- L.6.3.4** The Offeror shall price maintenance support to include all version releases and upgrades of the software.

### **L.7 Proposal Submission**

In order to be considered for selection, Offeror (s) must submit a complete proposal covering the necessary features specified herein. All proposals should follow the number scheme as outlined in Attachment J.10 Technical Features Listing. Each item must be identified by number and answered in sequential order. Please be aware that the Evaluation Team will not search the proposal document for answers and explanations. It will be assumed that the Contractor did not have a response if this format is not strictly adhered to.

- L.7.1** Proposals must be submitted no later than 2:00 p.m., local time on **October 12, 2004**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late", and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
  - L.7.1.1** The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
  - L.7.1.2** The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District, or
  - L.7.1.3** The proposal is the only proposal received.



## **L.8 Withdrawal or Modification of Proposals**

An contractor may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

## **L.9. Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. **If neither postmark shows a legible date, the proposal, modification, or request for withdrawal shall be deemed to have been mailed late.** When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

## **L.10 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

## **L.11 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.12 HAND DELIVERY OR MAILING OF PROPOSALS:**

**L.12.1** All packages should be clearly marked on the outside front:  
**RFP NO. POTO-2004-R-0034.**

### **L.12.2 DELIVER OR MAIL TO:**

Attn: Mr. Bruce Witty / Mrs. Berkeley Henderson  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Bid Room, Suite 703 South  
Washington, D. C. 20001

## **L.13 EXPLANATION TO PROSPECTIVE CONTRACTORS**

### **L.13.1 WALK-THROUGH AND PRE-PROPOSAL CONFERENCE:**

A walk-through of the Warehouse facility located at **3325 “V” Street, NE, Washington, DC, 20018** will commence begin at 8:30 AM, September 20, 2004, and is expected to last no longer than 1-hour.

**L.13.2** The pre-proposal conference will convene immediately after the walk-through at Judiciary Square Building 441-4<sup>th</sup> Street, NW, Suite 220 South. Contractors are requested to submit, in writing (e-mail responses are acceptable), the number of attendees from their company and the names of the representatives attending.

**L.13.2.1** The prospective Contractor is requested to submit, in writing, questions relating to the **CONTRACT five (5)** calendar days prior to the pre-proposal conference date and time indicated for this solicitation.

**L.13.3** If a Contractor has any additional questions relative to this solicitation, the contractor shall submit the questions in writing to the Contact Person, identified on page one, no later than **ten (10) calendar days** prior to the closing date and time indicated for this solicitation.

**L.13.4** An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.14 FAILURE TO SUBMIT OFFERS:**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, Mr. Bruce Witty, 202-727-5274, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Mr. Bruce Witty, 202-727-5274, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, Mr. Bruce Witty, 202-727-5274, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.15 PROPOSAL PROTESTS:**

Any actual or prospective Offeror, Contractor, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent prior to bid opening, or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.16                   SIGNING OF OFFERS:**

The Offeror shall sign the offer and print or type its name on the **Solicitation, Offer, and Award** form of this solicitation. The person signing the offer must initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.17                   UNNECESSARILY ELABORATE PROPOSALS:**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are ***not*** desired and may be construed as an indication of the Offeror 's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

**L.18                   RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

**L.19                   PROPOSAL COSTS:**

The District is not liable for any costs incurred by the Contractors in submitting proposals in response to this solicitation.

**L.20                   ACKNOWLEDGMENT OF AMENDMENTS:**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A of the solicitation cover sheet; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

**L.21                   ACCEPTANCE PERIOD:**

The Offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

**L.22                   BEST AND FINAL OFFERS:**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Offeror's selection and award based on the best and final offers received. If discussions are reopened, the

Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.23           LEGAL STATUS OF CONTRACTOR:**

Each proposal must provide the following information:

- L.23.1**       Name, Address, Telephone Number, Federal tax identification number, and DUNS Number of Contractor;
- L.23.2**       District of Columbia license, registration or certification if required by law to obtain such license, registration or certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Contractor shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.23.3**       If the Contractor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.23.4**       The District reserves the right to request additional information regarding the Contractor's organizational status.

**L.24           STANDARDS OF RESPONSIBILITY:**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.24.1**       Furnish evidence of adequate financial resources, credit, or the ability to obtain such resources as required during the performance of the contract.
- L.24.2**       Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.24.3**       Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.24.4**       Furnish evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.24.5**       Furnish evidence of a satisfactory performance record, record of integrity and business ethics, including but not limited to Evaluation Form in Attachment J.8. These form will be provided to your references and submitted on or before the closing date of the Contract to:

Mr. Bruce Witty, Contracts Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 930 South  
Washington, DC 20001

**L.24.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.24.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD:**

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### **M.2 TECHNICAL SCORING:**

The Technical Scoring Scale is as follows:

<b>Numeri Rating</b>	<b>Adjectiv</b>	<b>Description</b>
<b>0</b>	<b>Unacceptable</b>	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies, which are not correctable; offeror did not address the factor.
<b>1</b>	<b>Poor</b>	Marginally meets minimum requirements; major deficiencies which may be correctable.
<b>2</b>	<b>Minimally Acceptable</b>	Marginally meets minimum requirements; minor deficiencies which may be correctable.
<b>3</b>	<b>Acceptable</b>	Meets requirements; no deficiencies
<b>4</b>	<b>Good</b>	Meets requirements and exceeds some requirements; no deficiencies
<b>5</b>	<b>Excellent</b>	Exceeds most, if not all requirements, no deficiencies.

### **M.3 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS – Attachment J.09**

#### **M.4 EVALUATION FOR AWARD**

**M.4.1** The contract will be awarded to the responsible offeror whose offer is most advantageous to the District Government, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria in the best interest of the District.

**M.4.2** Each of these criteria shall be rated for each proposal. With the exception of the “Price Proposal Section”, each proposal shall be rated in relation to full satisfaction of each of the identified criteria, not in relationship to each other. A "0" may be used if the proposal does not respond to the question in any way. The points given for each response will then be summed by value shown in the table below to obtain a point score, with 100 being the highest possible score.

#### **M.5 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<i>Criteria</i>	<i>Value</i>	<i>Score</i>
Project Desired Features (Attachment J.10) and Understanding of Project Requirements (MJ.5.2)	35	
Milestone Schedule/ Implementation Methodology Plan	25	
Technical Expertise/ Maintenance Support and Service (M.5.4 and M.5.5)	20	
Price	20	0
*LSDBE	12	0
TOTALS	112	

**M.5.1** The Office of Local Business Development (OLBD) monitors efficiency and compliance of DC government agencies in accordance with the legislative mandate of the "Equal Opportunity for Local, Small, and Disadvantaged Business Enterprises (LSDBE) Act of 1998." LSDBE Contractors shall be allowed, preference points as determined by each individual company's qualification points.

\* Do not enter any score for the LSDBE; Contracting Office will add the number of preference points contained in their certification and then **total** the score for each proposal.

**M.5.2 Technical Expertise:**

The proposal will substantiate that the personnel assigned meet the Statement of Work (SOW) requirements and have experience working with Supply Chain Management systems and experience implementing commercial/off-the-shelf (COTS) software application packages. The proposal shall warrant that the personnel have experience with projects similar in size and scope to this RFP.

The Offeror shall have successfully installed similar Supply Chain Management systems projects for other municipalities, and/or companies. The offeror shall have adequate resources to manage the project's workload based on the proposed schedule.

**M.5.3 Understanding of Project Requirements and Technical Features:**

The Offeror's technical approach should reflect clear understanding of the project's requirements (SOW) and Technical Features. Specifically, the offeror shall discuss the methodology and approach for implementing their Supply Chain Management solution (a commercial/off-the-shelf (COTS) software application package) that supports the desired features from FEMS and MPD. The offeror shall also provide logical and clear processes for project implementation. The offeror should provide a sound approach for project management.

It is important that the offeror demonstrate a good understanding of Supply Chain Management.

**M.5.4 Milestone Schedule/Implementation Plan**

The Offeror shall supply the District with a timeframe in which all specified deliverables will be completed and operational for system testing, and production deployment within ten (10) calendar days after contract award.

Review of the schedule shall include determining whether the offeror has proposed to allocate sufficient staff to the project to meet the schedule. Schedules are preferable that show resource allocations by team member, and the relationship because they are easier to evaluate and they provide a measurable guide to what the offeror is proposing

**M.5.5 Maintenance Support and Service:**

The Offeror's proposal shall demonstrate their technical and administrative support, minimal down time, and responsiveness to the customer for the operational system. Offeror's ability to respond on-site for problem resolution shall be considered in the proposal evaluation.

Offeror's training program, and training, and operational support materials will also be evaluated. Offeror's maintenance support will be evaluated.

**M.5.6 Past Performance**

**M.5.7 PRICE**

Price shall be ranked in order, with the lowest price proposal receiving a 10, and the others a lesser amount in reverse proportion to their price, e.g., a proposal priced twice as much would get 5 points. For evaluation purposes only for Option Number 5 – Labor Categories, a hundred hours for each category will be used.